

**MA DTE 04-33  
DISPUTE RESOLUTION PROVISIONS**

**1. ACC National Telecom Corp.**

**38.0 DISPUTE RESOLUTION**

**38.1 Disputes.**

38.1.1 Disputes arising out of the implementation, enforcement, or provisioning of Wholesale Services, or Unbundled Network Elements, or other services pursuant to (or contemplated by) this Agreement shall be addressed as set forth in Attachment ADR.

38.1.2 Disputes involving amounts billed shall be addressed as follows:

(c) Within seven (7) Days of receipt of such notice each Party shall appoint a representative who shall be authorized and who shall attempt to resolve the issue through negotiations. If the Parties are unable to resolve issues related to the Disputed Amounts after the Parties' appointment of designated representatives, then either Party may elect to use the dispute resolution process set forth in Attachment ADR.

38.1.3 The Parties agree that all negotiations pursuant to this Section 38.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**ATTACHMENT ADR**

**Alternate Dispute Resolution**

**(A) Inter-Company Review Board:**

(1) The Parties to this Agreement shall establish an Inter-Company Review Board consisting of at least one representative from each Party at the managing director or above level (or such lower level as the Parties agree) to assist in the resolution of disputes between NYNEX and ANTC.

(a) Each Party must designate its initial representative to the Inter-Company Review Board within 15 Days of the Effective Date of this Agreement.

(b) The Parties may change their designee, or select an alternative designee, as required or deemed appropriate, without notice.

**(B) Non-Service Affecting Disputes:**

If a non-service affecting dispute arises between NYNEX and ANTC during the term of the Agreement, the following process, which shall be overseen by the Department, shall be followed to resolve such dispute. In the event the Parties, in good faith, do not agree that a non-service affecting dispute exists, the dispute shall be assumed to be a service affecting dispute and the process for resolving a service affecting dispute, as described in (C) below, shall be followed.

(1) Informal Negotiation of Non-Service Affecting Dispute.

If the Parties have a non-service affecting dispute either Party may initiate the procedures set forth herein by providing notice of the existence of a non-service affecting dispute as set forth in Section 42.9 of the Agreement. The petitioning Party shall also serve the Department and the Inter-Company Review Board with a copy of the notice.

(a) The Parties shall have an initial 30 Day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a non-service affecting dispute within which to resolve the dispute themselves, without mediation or arbitration as provided below.

(b) If a non-service affecting dispute arises between NYNEX and ANTC during the term of the Agreement, the following process, which shall be overseen by the Department, shall be followed to resolve such dispute. The Parties shall make a reasonable effort to meet as often as necessary but not less than one time each week in an effort to resolve a dispute.

(c) The Parties may also mutually agree to other informal resolution processes for specific circumstances, including, but not limited to commercial mediation or arbitration prior to requesting the Department initiate mediation or arbitration of any dispute between NYNEX and ANTC.

(2) Formal Mediation or Arbitration of Non-Service Affecting Dispute by the Department.

If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty Days (or such other period agreed to in writing by the Parties) either Party may petition the Department pursuant to the Department's Order, issued August 29, 1996, in D.P.U. 94-185.

(a) A request for mediation shall be submitted in writing to the Department, with a copy served on the other Party.

(b) The period of mediation shall be 60 Days commencing on the date of filing of such petition for mediation. Such petition shall include a request to the Department to choose a mediator within the first 10 Days of such 60 Day period, and the mediation shall be conducted by a mediator designated by the Department. The Department may assign a

staff person or a professional mediator, funded by the petitioning Party, to conduct the mediation. The Parties shall cooperate in good faith with the mediator to resolve the dispute within such 60 Day period. If, at any date following the 45th Day of such 60 Day period, the Parties have not resolved their dispute, the Parties may request the mediator formally declare a deadlock.

(c) Following the earlier to occur of (i) expiration of the 60 Day mediation period without resolution of the dispute between the Parties or (ii) formal declaration of a deadlock by the mediator as contemplated in preceding paragraph (b), either Party may petition the Department to open an expedited investigation/arbitration into the dispute. The petition should include a comprehensive explanation of the dispute (e.g., unresolved issues, areas of agreement, stipulations of fact), as well as all relevant correspondence exchanged during negotiations or mediation. The petitioning Party shall provide a copy of the petition to the other Party on the same day that it is filed with the Department. The petition shall include a request to open an expedited investigation/arbitration within 10 business days of receipt of its petition. The Department may assign a staff person or a professional arbitrator, funded by the petitioning Party, to conduct the mediation. The expedited investigation/arbitration shall be no more than 60 Days.

(C) Service Affecting Disputes:

If a service affecting dispute arises between NYNEX and ANTC during the term of the Agreement, the following process, which shall be overseen by the Department, shall be followed to resolve such dispute. Any disputes over a matter that directly affects the ability of a Party to provide quality services to its Customers shall be considered a service affecting dispute. However, in the sole discretion of the Party identifying the existence of the service affecting dispute, said dispute may be resolved in accordance with the general procedures/timeframes for a non-service affecting dispute, as described above.

(1) Informal Negotiation of Service Affecting Dispute.

If the Parties have a service affecting dispute either Party may initiate the procedures set forth herein by providing notice of the existence of a service affecting dispute as set forth in Section 42.9 of the Agreement. The petitioning Party shall also serve the Department and the Inter-Company Review Board with a copy of the notice.

The Parties shall have an initial 5 business day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a service affecting dispute and seeking to resolve it, within which to resolve the dispute themselves, without mediation or arbitration as provided below, except as set forth in subsection (b) below.

(a) The Parties to this Agreement shall submit any service affecting dispute between NYNEX and ANTC for resolution to the Inter-Company Review Board. The Parties shall make a reasonable effort to meet as often as necessary but not less than once in an effort to resolve the dispute.

(b) The Parties may also mutually agree to other informal resolution processes for specific circumstances, including, but not limited to commercial mediation or arbitration prior to requesting the Department initiate mediation or arbitration of a service affecting dispute between NYNEX and ANTC.

(2) Formal Mediation or Arbitration of Service Affecting Dispute by the Department.

If the Inter-Company Review Board is unable to resolve a service affecting dispute within 5 business days (or such other period agreed to in writing by the Parties) either Party may petition the Department for expedited consideration and disposition of such dispute pursuant to paragraph B(2) above. The other Party shall assent to such request for expedition. In addition, to the extent technically and operationally feasible, the Party against whom the complaint has been made, shall take immediate remedial action to correct the service affecting condition, without prejudice to its position on the merits of the dispute or its right to recover any costs incurred in implementing an interim solution.

**2. Acceris Communications Corp. f/k/a Worldxchange Corp.**

[Adoption – Intrastate - Z-Tel Communications Inc.-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**3. ACN Communications Services, Inc.**

[Adoption – Intrastate- Global NAPS Inc.-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be

addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**4. Adelphia Business Solutions Operations, Inc. d/b/a Telcove**

Retired.

**5. BCN Telecom f/k/a NUI Telecom, Inc.**

14.

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that Dispute Resolution includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**6. BrahmaCom, Inc.**

[Adoption - Intrastate- MCImetro Access Transmission Services LLC-MA]

**SECTION 16 DISPUTE RESOLUTION PROCEDURES**

16.1 The Parties recognize and agree that the Department has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Department for resolution. The Parties agree to seek expedited resolution by the Department, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Department appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Department proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

**7. Broadview Networks, Inc.**

[Adoption – Intrastate- Level 3 Communications LLC-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**8. Broadview NP Acquisition Corp.**

[Adoption – Intrastate Level 3 Communications LLC-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**9. Budget Phone, Inc.**

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**10. BullsEye Telecom, Inc.**

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**11. Covista, Inc.**

[Adoption - Intrastate- Z-Tel Communications Inc.-MA ]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.



**12. CTC Communications Corp.**

[Adoption- Intrastate- MCImetro Access Transmission Services LLC-MA]

**SECTION 16 DISPUTE RESOLUTION PROCEDURES**

16.1 The Parties recognize and agree that the Department has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Department for resolution. The Parties agree to seek expedited resolution by the Department, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Department appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Department proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

**13. DIECA d/b/a/ Covad Communications Corp.**

[Adoption - Interstate P&C]

**29.9 Dispute Resolution**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**14. DSCI Corp.**

[Adoption – Intrastate BullsEye Telecom Inc.-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

## **15. DSLnet Communications LLC**

### **14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

## **16. Equal Access Networks LLC**

### **28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**17. Essex Acquisition Corp.**

[Adoption - Intrastate Pick and Choose MFN;  
SBC Telecom Inc.-MA (Line Splitting Terms)]

**28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**18. Focal Communications Corp. of MA**

[Adoption – Intrastate SPRINT Communications Company L.P.-MA]

**17.0 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**19. ICG Telecom Group, Inc.**

[Adoption - Intrastate- ICG Telecom Group Inc.-CA]

**14. Dispute Resolution**

**14.1** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute, pursuant to Section 29 of the General Terms and Conditions, that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within thirty (30) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**14.2** If the Parties have been unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a

court of competent jurisdiction. In addition, the Parties may mutually agree to submit a dispute to resolution through arbitration before the American Arbitration Association; provided that, neither Party shall have any obligation to agree to such arbitration and either Party may in its sole discretion decline to agree to submit a dispute to such arbitration.

14.3 If a Party (Party A) gives written notice to the other Party (Party B) pursuant to Section 14.1 above that Party A denies that it is obligated to pay an amount claimed by Party B, then, (a) for a period of forty-five (45) days following Party B's receipt of such notice, Party B shall not terminate this Agreement or suspend its provision of Services to Party A, due to Party A's failure to pay such amount, and, (b) if a proceeding with regard to whether the amount claimed by Party B is due to Party B has been initiated by Party A before the Commission, the FCC, or a court of competent jurisdiction, during the period that such proceeding is pending, except as otherwise permitted by the Commission, the FCC, or a court of competent jurisdiction, Party B shall not terminate this Agreement or suspend its provision of Services to Party A, due to Party A's failure to pay such amount.

**20. KMC Telecom V, Inc.**

[Adoption – Intrastate Level 3 Communications LLC-MA]

**28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**21. Level 3 Communications LLC**

**28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**22. Lightship Telecom LLC**

[Adoption – Interstate Level 3 Communications LLC-NY]

**28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**23. LightWave Communications, Inc.**

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**24. MCI WorldCom Communications, Inc. as successor to Rhythms Links, Inc.**

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an

individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**25. McGraw Communications, Inc.**

[Adoption - Level 3 Communications LLC-MA]

**28.9 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

**26. New Horizons Communications Corp.**

[Adoption - Z-Tel Communications Inc.-MA]

**14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

**27. PaeTec Communications, Inc.**

[Adoption – ACC National Telecom Corp.-MA]

**DISPUTE RESOLUTION**

**38.1 Disputes.**

38.1.1 Disputes arising out of the implementation, enforcement, or provisioning of Wholesale Services, or Unbundled Network Elements, or other services pursuant to (or contemplated by) this Agreement shall be addressed as set forth in Attachment ADR.

38.1.2 Disputes involving amounts billed shall be addressed as follows:

(a) If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non Paying Party") shall within ninety (90) Days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties, except however if a Disputed Amount is less than \$ 5,000 in any given invoice, then the Parties agree that the amount does not have to be placed in an escrow account. So long as a Party pays amounts in bona fide dispute into an escrow account, neither Party shall refuse to provide service hereunder as a result of the dispute, until the dispute is resolved.

(b) Any undisputed amounts not paid within 30 Days of the billing date shall accrue interest from the date such amounts were due at the lesser of (i) .005 per day or (ii) the highest rate of interest that may be charged under applicable law.

Any refunds owed by a Party shall be subject to interest at the same rate, which shall begin accruing from the date that such amount should have been paid. With respect to amounts that have been placed in an escrow account pursuant to 38.1.2 above, the Non Party shall not owe interest, but shall remit the amount owed and any interest earned on the escrow account.

(c) Within seven (7) Days of receipt of such notice each Party shall appoint a representative who shall be authorized and who shall attempt to resolve the issue through negotiations. If the Parties are unable to resolve issues related to the Disputed Amounts after the Parties' appointment of designated representatives, then either Party may elect to use the dispute resolution process set forth in Attachment ADR.

38.1.3 The Parties agree that all negotiations pursuant to this Section 38.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

## **28. Sprint Communications Company**

### **17.0 Dispute Resolution**

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

## **29. Talk America, Inc.**

[Adoption – Z-Tel Communications Inc.-MA]

### **14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.